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INTERSTATE COMMERCE COMMISSION

AGREEMENT

Dated as of October 24, 1975

between

PULLMAN INCORPORATED

(Pullman-Standard division)

and

THE ELGIN, JOLIET AND
EASTERN RAILWAY COMPANY

Covering 380 100-Ton Capacity
52'6" Fixed End Gondola Cars

THIS AGREEMENT, dated as of October 24, 1975, by and between PULLMAN INCORPORATED (Pullman-Standard division), a Delaware corporation (Builder), and THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, an Illinois and Indiana corporation (EJ&E);

W I T N E S S E T H:

The Builder and EJ&E heretofore entered into an agreement consisting of the Builder's Proposal dated March 18, 1975, the EJ&E's Purchase Order dated May 28, 1975, and the Builder's Acknowledgment dated June 19, 1975 (hereinafter called the "Letter Agreement"), whereunder the Builder agreed to construct and deliver to EJ&E, and EJ&E agreed to accept and pay for

380 100-Ton Capacity 52'6" Fixed End Gondola
Cars to bear EJ&E's identifying numbers
88500, 88506, 88515 to 88518, 88526 to 88899.

Delivery of the Cars by the Builder to EJ&E is scheduled to begin on or about October 28, 1975. However, inasmuch as EJ&E has not as yet consummated financing arrangements (pursuant to a Conditional Sale Agreement or otherwise), it is not in a position to accept delivery of and pay for the Cars under the terms of the Letter Agreement at this time. EJ&E represents that such financing arrangements will be consummated, however, on or before November 30, 1975. EJ&E (in order that it may use the Cars pending completion of the above financing arrangements) has arranged with the Builder to give it temporary custody and possession of the Cars on their completion, solely as a bailee of the Cars, and the Builder is willing to do so upon the terms and conditions hereinafter stated.

In consideration of the premises, the Builder hereby delivers to EJ&E and EJ&E hereby accepts from the Builder the Cars as of the date each of them is delivered to EJ&E at Butler, Pennsylvania, or other such place as may be specified by EJ&E, for the period ending on the earlier of November 30, 1975, or the date of consummation of the above financing arrangements. At such time this Agreement shall automatically be cancelled and superseded without further action by or notice to any party concerned.

Title to the Cars shall remain in the Builder and EJ&E's right and interest therein is and shall be solely that of possession, custody and use as bailee under this Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. EJ&E, without expense to the Builder, will promptly cause this Agreement to be filed with the Interstate Commerce Commission for recordation under Section 20c of the Interstate Commerce Act. In addition, EJ&E shall do such other acts as may be required by law, or reasonably requested by the Builder; for the protection of the Builder's title to and interest in the Cars.

EJ&E agrees that it will permit no liens of any kind to attach to the Cars; and that it will

- (a) indemnify and save harmless the Builder from any and all claims, expenses or liabilities of whatsoever kind; and
- (b) pay any and all taxes, fines, charges and penalties that may accrue or be assessed or imposed upon the Cars of the Builder because of its ownership or because of the use, operation, management or handling of the Cars by EJ&E during the term of this Agreement.

EJ&E's obligations contained in this paragraph shall survive the termination by mutual agreement or otherwise of this Agreement.

EJ&E will, at its own expense, keep and maintain the Cars in good order and running condition and will at its option repair or replace or promptly pay to the Builder the purchase price in cash of those Cars which may be damaged or destroyed by any cause during the term of this Agreement.

All or any of the rights, benefits or advantages of the Builder, including the right to receive the purchase price of the Cars as provided in the Letter Agreement, may be assigned by the Builder and reassigned by any assignee at any time or from time to time, provided, however, that no such assignment shall subject any such assignee to any of the Builder's warranties, indemnities or any other obligations contained in this Agreement or in the Letter Agreement relating to the Cars. In the event the Builder assigns its rights to receive the payments herein and/or under the Letter Agreement, and EJ&E receives written notice thereof from the Builder together with a counterpart of such assignment stating the identity and the post office address of the assignee, all payments thereafter to be made by EJ&E under this Agreement shall, to the extent so assigned, be made to the assignee against proper receipt therefor in a form satisfactory to EJ&E.

In the event of any assignment by the Builder of its rights to receive any payments under this Agreement or under the Letter Agreement, the rights of such assignee to such payments as may be assigned together with any other rights hereunder which can be and are so assigned shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Builder in respect to the Cars, nor subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability

at any time owing to EJ&E by the Builder. Any and all of such obligations howsoever arising, shall be and will remain enforceable by EJ&E, its successors and assigns, only against the Builder and its successors and assigns (other than assignees as such of rights, benefits or advantages assigned pursuant to this Agreement).

EJ&E agrees with the Builder that the execution by the Builder of this Agreement or the delivery by the Builder to EJ&E of the Cars, as contemplated by this Agreement, shall not relieve EJ&E of its obligations to accept, take and pay for the Cars in accordance with the terms of the Letter Agreement, or impair any of the Builder's rights under the Letter Agreement.

ATTEST:

Margaret M. Keenan
Assistant Secretary

PULLMAN INCORPORATED
(Pullman-Standard division)

By Thomas G. Glavin
Vice President

[Corporate Seal]

ATTEST:

L. F. Young
Assistant Secretary

THE ELGIN, JOLIET AND EASTERN
RAILWAY COMPANY

By W. Kmetz
Vice President-Finance

[Corporate Seal]

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

On this 27th of October, before me personally appeared Thomas P. Glosier to me personally known, who being by me duly sworn, says that he is a Vice President of Pullman Incorporated (Pullman-Standard division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Walter E. Gosh
Notary Public

My commission expires May 7, 1978

STATE OF
COUNTY OF

On this 28th of October before me personally appeared V. W. Kraetsch, to me personally known, who, being by me duly sworn, says that he is Vice President-Finance of The Elgin, Joliet and Eastern Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Dorothy M. Tellep
Notary Public

DOROTHY M. TELLEP, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PA.
MY COMMISSION EXPIRES
DECEMBER 18, 1978.